

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-A7</b>		PAGE of PAGES 1 26	
2. CONTRACT (PROC. INST. IDENT.) NO. <b>FA8722-09-C-0003</b>		3. EFFECTIVE DATE		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G			
5. ISSUED BY <b>850 ELSG/PK</b> <b>ELECTRONIC SYSTEMS CENTER</b> <b>AIR FORCE MATERIAL COMMAND, USAF</b> <b>11 BARKSDALE STREET, BLDG 1514</b> <b>HANSCOM AFB, MA 01731-1700</b> <b>JILL F. ASIMAKOPOULOS 781-268-0338</b> <b>jill.asimakopoulos@hanscom.af.mil</b>		CODE <b>FA8722</b>		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) <b>DCMA SYRACUSE</b> <b>615 ERIE BLVD., WEST</b> <b>SUITE 300</b> <b>SYRACUSE NY 13204-2408</b> <b>SYRACUSE_CAS_POC@DCMA.MIL</b>		CODE <b>S3306A</b>	
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) <b>LOCKHEED MARTIN CORPORATION</b> <b>MS2 RADAR SYSTEMS</b> <b>497 ELECTRONICS PKWY BLDG 5</b> <b>LIVERPOOL NY 13088-6062</b> <b>(315) 456-6328</b>		<b>MAILING DATE</b>  <b>MAY 13 2009</b>		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)		9. DISCOUNT FOR PROMPT PAYMENT <b>N</b>	
CAGE CODE <b>03538</b>		FACILITY CODE		10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN		ITEM See Block 12	
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY <b>DFAS COLUMBUS CENTER</b> <b>DFAS-CO/NORTH ENTITLEMENT OPS</b> <b>P.O. BOX 182266</b> <b>COLUMBUS OH 43218-2266</b>		CODE <b>HQ0337</b>	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION		EFT: T		14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT					<b>\$24,850,000.00</b>		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> <b>Award</b> (Contractor is not required to sign this document). Your offer on solicitation number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <b>Michael A. Kawzenuk Contracts Manager</b>				20A. NAME OF CONTRACTING OFFICER <b>STEPHEN L. SMITH</b>			
19B. Name of Contractor		19C. Date Signed		20B. United States of America		20C. Date Signed	
<i>Michael A. Kawzenuk</i> (signature of person authorized to sign)		<b>April 15, 2009</b>		<i>Stephen L. Smith</i> (signature of Contracting Officer)		<b>13 MAY 09</b>	

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1	\$24,850,000.00
		Lot	\$24,850,000.00
	<i>Noun:</i>	TECHNOLOGY DEVELOPMENT	
	<i>ACRN:</i>	AA	
	<i>PR/MIPR:</i>	F2BDAZ8294B001	\$9,857,500.00
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	1. The Contractor shall perform Technology Development for the 3-Dimensional Expeditionary Long Range Radar (3DELRR) IAW the documents identified in Sections C and J.		
	2. This Technology Development should include a robust cost estimate mapped to System Specifications and Work Breakdown Structure (WBS), a proposed design approach with open architecture up to Program Definition and Risk Reduction (PDRR), a technical risk reduction approach to include demonstration of Technology Readiness Level 6 for all critical technical elements, and other data as required to support the transition to Milestone B and System Development and Demonstration (SDD).		
0002		1	NSP
		Lot	NSP
	<i>Noun:</i>	DATA	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	1. The contractor shall deliver data in accordance with the Contracts Data Requirements List (CDRL, DD Form 1423), Section J, Exhibit A.		
	2. This CLIN is not separately priced (NSP). Costs Associated with CLIN 0002 will be included in the Firm Fixed Price of CLIN 0001.		

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997) (TAILORED)**

Total Price \$24,850,000.00

Applicable to following Line Items: CLINs 0001 and 0002

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C003 INCORPORATED DOCUMENTS/REQUIREMENTS (AUG 2006) (TAILORED)**

(a) The following documents are a part of this contract:

- (1) Statement of Objectives for 3DELRR, dated 13 Mar 2009
- (2) DD Form 1423, Contract Data Requirements List, dated 31 Mar 2009
- (3) Small Business Subcontracting Plan, dated 01 Oct 2008
- (4) DD Form 254 - Contract Security Classification Specification, dated 03 Nov 2008
- (5) Statement of Work (SOW), dated 31 Mar 2009
- (6) Limitations/Restrictions in Data/Software, dated 22 Dec 2008

(b) Technical Working Group (TWG) exchanges will take place as required by the Government.

**ESC-C37 WORK DESCRIPTION/SPECIFICATION (MAY 2003)**

The contractor shall furnish the supplies and/or services set forth in Section B in accordance with the following:

**CLIN/SubCLIN DESCRIPTION**

- 0001-0002
- (1) Statement of Objectives for 3DELRR, dated 13 Mar 2009
  - (2) DD Form 1423, Contract Data Requirements List, dated 31 Mar 2009
  - (3) Small Business Subcontracting Plan, dated 01 Oct 2008
  - (4) DD Form 254 - Contract Security Classification Specification, dated 03 Nov 2008
  - (5) Statement of Work (SOW), dated 31 Mar 2009

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E005 INSPECTION AND ACCEPTANCE (MAR 1998) (TAILORED)**

- a. Line Items: All CLIN deliverables shall be delivered IAW Exhibit A, DD Form 1423, CDRs.
- b. The data shall be delivered F.O.B. Destination to the office(s) specified in Block 14 of Exhibit A, DD Form 1423, and inspected and accepted at 650 ELSS/BC .
- c. PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the cognizant contracting officer:

850 ELSG/PK  
ATTN: Stephen Smith  
11 Barksdale Street  
Hanscom AFB, MA 01731-1700  
(781) 266-1081  
stephen.smith@hanscom.af.mil

- d. Submit original DD Form 250 IAW CLAUSE E005, for all items deliverable under this contract (e.g., hardware, software, exhibit line items, status reports, services, etc.) to the following address:

650 ELSS/BC  
ATTN: Joseph Imwalle, LtCol, USAF  
11 Barksdale Street  
Hanscom AFB, MA 01731-1700  
(781) 266-9306  
joseph.imwalle@hanscom.af.mil

PART I - THE SCHEDULE  
SECTION F - DELIVERIES OR PERFORMANCE

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ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FA8722		20	MARO
	<i>Noun:</i>		TECHNOLOGY DEVELOPMENT			
	<i>ACRN:</i>		AA			
	<i>Descriptive Data:</i>					
	1. Period of performance shall commence on the date of contract award.					
0002		1	FA8722			ASREQ
	<i>Noun:</i>		DATA			
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					
	1. Period of performance shall commence on the date of contract award.					
	2. Completion date shall be concurrent with CLIN 0001.					
	3. "ASREQ" under the delivery date for this CLIN shall mean delivery concurrent with CLIN 0001.					

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989)  
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F003 CONTRACT DELIVERIES (FEB 1997) (TAILORED)**

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

"ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		\$9,857,500.00
	57 93600 299 4750 67485L 000000 00000 27412F 503000 F03000	
	Funding breakdown: On CLIN 0001: \$9,857,500.00	
	PR/MIPR: F2BDAZ8294B001 \$9,857,500.00	

**I. Administrative Information:**

- a. Contracting Officer: Mr. Stephen Smith, Comm (781) 266-1081
- b. Program Manager: LtCol Joseph Imwalle, Comm (781) 266-9306
- c. Symbol of Purchasing Office: 850 ELSG/PK
- d. Email: stephen.smith@hanscom.af.mil or joseph.imwalle@hanscom.af.mil
- e. Contracting Officer Technical Representative: Lt Christopher Monson, Comm (781) 266-9053 or Mr. Don MacMillan (781) 266-0740
- f. Email: christopher.monson@hanscom.af.mil or donald.macmillan@hanscom.af.mil

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (DEC 2007) (TAILORED)**

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to AFMCLO/JAZ as located below:

AFMCLO/JAZ  
Building 11, Rm D18  
2240 B St  
Wright-Patterson AFB, OH 45433-7109  
(937) 255 2838 (DSN 785-2838)

This notice also constitutes a request (see FAR 52.227-11 or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

**G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)**

In accordance with FAR 52.204-03, Taxpayer Identification Number is 521893632 .



**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-H284 COOPERATION WITH SUPPORT CONTRACTORS (MAY 2003)**

(a) The Air Force has entered into contracts with the contractors set forth in paragraph (d) below (hereinafter referred to as "support contractor") for technical efforts in support and under the technical direction of the 3-Dimensional Expeditionary Long-Range Radar (3DELRR). The Contractor shall be required to provide support and technical information to the support contractors, to the extent specified herein. The Contractor agrees that the Government may release any technical information required in the performance of this contract to the support contractors. Additionally, the Contractor agrees to enter into or extend written mutual agreements with the support contractor for the protection of this information. A copy of the signed agreement or extension shall be furnished to the Contracting Officer within 90 days of notification of contract award or identification of additional support contractors. Other support contractors may be added by the Government at any time during the performance of this contract. Such additions shall not be considered a change to contract conditions, and the Contractor shall not request any equitable adjustment to the contract price.

(b) Such support shall include the right of the support contractor(s) to attend all scheduled technical audits, technical and program reviews and formal tests conducted in the performance of this contract when specifically required and approved by the Contracting Officer. Discussion with subcontractors by a support contractor shall be accomplished with the approval of the PCO and the concurrence of the Contractor.

(c) The support and technical information to be provided shall be no greater than required by this contract. The technical support required is limited to the support necessary for the support contractor to fulfill its respective role to provide assistance to the Program Office for evaluation of the technical aspects.

(d) The support contractors currently participating in the 3DELRR acquisition are as follows:

Government Contractor Support:

BAE Systems

Delta Strategies and Solutions

P3I, Inc.

Paragon Systems

Perot Systems

SI International

Odyssey Systems

Jacobs Technology Inc.

Tecolote Research Inc.

Chenega Technology Services Corporation (CTSC)

Computer Sciences Corporation (CSC)

Technology Service Corporation (TSC)

ManTech Systems Engineering Corp.

The following FFRDCs are supporting the program:

MIT/Lincoln Laboratory

Mitre Corporation

**ESC-H288 (LIMITED) RELEASE OF TECHNICAL DATA AND COMPUTER SOFTWARE FURNISHED WITH GOVERNMENT PURPOSE RIGHTS (AUG 2005)**

(a) The Government desires any deliverable technical data and/or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors to be

delivered with rights no more restrictive than Government Purpose Rights as defined in and in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment 5 in Section J. The contractor shall, to the greatest extent possible, practice modular software development such that limited rights technical data and restricted rights computer software can be segregated from unlimited rights technical data and unrestricted computer software.

(b) The Air Force may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals outside of the Air Force, including but not limited to Contractors competing for future competitive acquisitions. Technical data and computer software information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its technical data and computer software information unless Contractor has clearly marked it with less than Government Purpose Rights in accordance with applicable clauses in Section I of this contract.

(c) Possible circumstances where the Air Force may release the Contractor's technical data and computer software information include the following:

(1) To other Air Force contractors and subcontractors, and their employees tasked with assisting the Air Force in handling and processing information and documents in the administration of Air Force contracts, such as providing specialized technical support to the Air Force.

(2) To Air Force contractors and subcontractors, and their employees engaged in follow-on contracting for the development, operation, and maintenance of the 3DELRR system.

(d) The Air Force recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, the Air Force will permit the limited release of technical data and computer software information under subparagraphs (c)(1) or (c)(2) only pursuant to nondisclosure agreements (drafted according to DFARS 227.7103-7) signed by the contractor or subcontractor, and their individual employees who may require access to the technical data and computer software information to perform the contract.

(e) The Air Force's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of technical data and computer software information by the subcontractor.

#### **ESC-H289 OPEN TECHNOLOGY DEVELOPMENT DEFINITIONS (AUG 2008)**

Commonly accepted definitions:

1. Open Architecture: To be considered open, a system must be modular, interoperable, extensible, reusable, composable, maintainable, and must employ open standards for key interfaces within the system (hardware and software).

2. Open Standards: The contractor will verify that all standards employed are:

- Widely used, consensus-based, published, and maintained by recognized standards organizations.
- Freely and publicly available under royalty-free terms.
- Free of all requirements for execution of a license agreement, non-disclosure agreement, grant, click-through arrangement, or any form of paperwork, to deploy conforming implementations of the standard.
- Free of all requirements for other technology that fails to meet this "open standard" criteria.

And, all patents to the implementation of the standard are licensed under royalty-free terms for unrestricted use or covered by a promise of non-assertion when practiced by open source software.

3. Open Development Collaboration: Requires that a team-based process used to design, acquire, implement, deploy, and use a system.

The team's collaboration, correspondence, and decisions shall be persistently documented using an on-line mechanism that provides read/write access to all team members, and the government shall have unlimited rights to the content placed in the on-line mechanism unless such content is appropriately marked in accordance with applicable clauses in Section I of this contract. Access to this content may be restricted by the Government to only members of the respective team, as may be deemed necessary by the government representatives.

4. Open Source (Software): The system must be free of license restrictions (e.g., all royalties and other such fees for sale or use) preventing the DoD from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources.

Source code must be included and allowed to be distributed in textual form as well as in compiled form. The license must allow for modifications and derived works, and allow those changes to be distributed under the same terms as the license of the original software.

The license must protect the integrity of the author's original source code:

- The license must require derived works to carry a different name or version number from the original software.

- The license must require that the original source code be distributed as pristine based sources plus patches, so that "unofficial" changes (those made and added to the source by parties other than the original author) can be made available but easily distinguished from the base source.

The rights attached to the software must be applicable to all whom the software is redistributed without the need for execution of an additional license by those parties.

The rights attached to the software must be free from all dependencies on the software's being part of a particular software redistribution.

The license must be free from all restrictions on other software that is distributed along with the licensed software.

The license must be free of all provisions that may be predicated on any individual technology or style of interface (The license must be technology-neutral.).

5. Open Systems: The system must employ modular design, and use widely supported and consensus based standards for its key interfaces. Implementations of the components must conform to the interface specifications.

Interface specifications of its components must be:

- Fully defined.
- Available to the public.
- Maintained according to group consensus.

#### **ESC-H290 CONTRACTING OFFICER'S AUTHORITY (AUG 2008)**

The Contracting Officer shall be the only individual authorized to direct and/or redirect the efforts or in any way amend any of the items of this contract other than those instances specifically delegated to an Administrative Contracting Officer or a Termination Contracting Officer by the Contract Clauses of this contract or in writing by the Contracting Officer. The terms "Procuring Contracting Officer" and "Principal Contracting Officer" as used throughout this contract and its attachments, is synonymous with the term "Contracting Officer."

#### **H004 TECHNICAL REVIEW (MITRE) (MAY 1997) (TAILORED)**

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

##### **(b) Explanation of MITRE Role**

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

#### **H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

#### **H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997) (TAILORED)**

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(a) 1 copy to: Office of Public Affairs, ESC/PA, BLDG 1606, 9 EGLIN STREET, HANSCOM AFB, MA, 01731-1700.

(b) 1 copy to: Contracting Officer, 850 ELSG/PK, BLDG 1614, 11 BARKSDALE STREET, HANSCOM AFB, MA, 01731-1700.

(c) 1 copy to: Program Manager, 650 ELSS/BC, BLDG 1614, 11 BARKSDALE STREET,  
HANSCOM AFB, MA, 01731-1700.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database\_Version: 6.10.8.2000; Issued: 4/22/2009; FAR: FAC 2005-32; DFAR: DCN20090115; DL: DL 98-021; Class Deviations: CD 2009-00001; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 07-03; AFAC: AFAC 2009-0318; IPN: 98-009

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

PART II - CONTRACT CLAUSES  
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52.227-01	AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.229-06	TAXES – FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
52.232-02	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
52.232-16	PROGRESS PAYMENTS (APR 2003)
52.232-17	INTEREST (OCT 2008)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-13	BANKRUPTCY (JUL 1995)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2009)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-09	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7008	REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (JUL 2008)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (AUG 2008) - ALTERNATE I (AUG 2008)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AUG 2008)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

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- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)  
252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)  
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)  
252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)  
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)  
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)  
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)  
252.227-7038 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007)  
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)  
252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)  
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)  
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)  
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)  
Para (a), name of contracting agency(ies): 'United States Air Force'  
Para (a), contract number(s): 'FA8722-08-R-0004'  
Para (b), name of contracting agency(ies): 'United States Air Force'  
252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)  
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2009)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006)

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)  
Para (c), List of Class I ODSs: 'None'

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)  
5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).



**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (TAILORED)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**52.243-07 NOTIFICATION OF CHANGES (APR 1984) (TAILORED)**

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 days calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations,

orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 days calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

#### **52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

#### **52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

**252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION) (JUN 2005)**

(a) Definitions. As used in this clause-

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.

(2) "Specialty metals" means any of the following:

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of

(A) Nickel or iron-nickel alloys that contain a total of alloying metals or other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) \_\_\_\_\_ through \_\_\_\_\_ are incrementally funded. For these item(s), the sum of \_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) - ALTERNATE I (MAY 2006)**

(a) Contract line item(s) \_\_\_\_\_ through \_\_\_\_\_ are incrementally funded. For these item(s), the sum of \_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$9,857,500.00
30 NOV 2009	\$14,992,500.00

\_\_\_\_\_  
\_\_\_\_\_

ALTERNATE I (MAY 2006). If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item 0001 is incrementally funded. The sum of \$9,857,500.00 is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.201-9101 OMBUDSMAN (AUG 2005) (TAILORED)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen,

ESC/CS  
BLDG 1606  
9 Eglin Street  
Hanscom AFB, MA 01731  
Telephone #: 781-377-5106  
Facsimile #: 781-377-4659  
E-Mail: ESC.Ombudsman@hanscom.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.



(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) (TAILORED)**

(a) The Air Force has entered into contracts with BAE Systems, Delta Strategies and Solutions, Jacobs Technology Inc., Odyssey Systems, P3I, Inc., Paragon Systems, Perot Systems, SI International and Tecolote Research, Inc., Chenega Technology Services Corporation (CTSC), Computer Sciences Corporation (CSC), Technology Service Corporation (TSC), ManTech Systems Engineering Corp., MIT/Lincoln Laboratory, and Mitre Corporation for services to provide technical, evaluation, acquisition management, and cost analysis support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve system engineering support, hardware and software engineering support, acquisition planning and management support, logistics support, configuration and data management, test and evaluation support, budget and financial management support, cost estimating, and other technical and acquisition support.

(c) In the performance of this contract, the Contractor agrees to cooperate with BAE Systems, Delta Strategies and Solutions, Jacobs Technology Inc., Odyssey Systems, P3I, Inc., Paragon Systems, Perot Systems, SI International and Tecolote Research, Inc., Chenega Technology Services Corporation (CTSC), Computer Sciences Corporation (CSC), Technology Service Corporation (TSC), ManTech Systems Engineering Corp., MIT/Lincoln Laboratory, and Mitre Corporation by providing access to Contractor facilities, activities, and data/information generated on this contract to the same extent provided to Government personnel.

(d) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(e) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS

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DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	17	31 MAR 2009	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORMS 1423 AND GENERAL INSTRUCTIONS
ATTACHMENT 1	17	13 MAR 2009	STATEMENT OF OBJECTIVES [SOO]
ATTACHMENT 2	50	01 OCT 2008	SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT 3	7	03 NOV 2008	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION: *CONTRACTOR SHALL RELY ON DRAFT UNTIL FINAL DOCUMENT IS APPROVED AND INCORPORATED AT CONTRACT AWARD.
ATTACHMENT 4	24	31 MAR 2009	STATEMENT OF WORK (SOW)
ATTACHMENT 5	4	22 DEC 2008	LIMITATIONS / RESTRICTIONS IN DATA / SOFTWARE